

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN THE MATTER OF:

BRANDON HEITMANN

Chapter 7
Case No. 24-41956-mar
Hon. Mark Randon

Debtor(s)

/

MOHAMED SAAD,

Plaintiff,

v

BRANDON HEITMANN

Adv. Pro. No. 24-04375-mar

Defendant.

/

**PLAINTIFF'S SECOND REQUEST FOR ADMISSIONS, THIRD SET OF
INTERROGATORIES AND THIRD REQUEST FOR PRODUCTION OF
DOCUMENTS TO DEFENDANT, BRANDON HEITMANN**

To: Brandon Heitmann
c/o Tyler Phillips, Esq.

The Plaintiff, Mohamed Saad, by and through his attorneys, OSIPOV BIGELMAN, P.C. pursuant to Federal Rules of Civil Procedure 33, 34 and 36, made applicable to this proceeding by Bankruptcy Rules 7033, 7034 and 7036 hereby demands that Defendant answer the following Second Request for Admissions, Third Set of Interrogatories and Third Request for Production of Documents under oath within thirty (30) days from the date of service. These Interrogatories and Requests for Production of Documents shall be deemed continuing so as to require supplemental answers if you obtain further information between the time the answers are served and the time of trial.

You are requested to provide all information in answer to these Interrogatories and Request for Production of Documents within the knowledge or possession of agents, attorneys, investigators, or the agents of the foregoing, or any other person who has made this information known to you or from whom you can obtain this information. If you do not have certain requested information in your immediate possession, you are requested to make reasonable and diligent

effort to obtain such information and to describe such efforts and the results thereof in your answers, if the information is not provided.

These Interrogatories and Requests for Production of Documents shall be continuing and supplemental answers and/or production of documents hereto shall be required immediately if you obtain, or learn of the existence of, further or different information and/or documents from the time the answers hereto are made until the time of trial.

In furnishing the information and documents requested you are cautioned to omit nothing which relates to in any way the information or documents requested. We will assume that when a document is not produced, it does not exist. We will ask the Court to rule that any answers or documents not furnished by you in answer to this discovery request cannot be used by you in relation to this action in any manner.

DEFINITIONS

1. The words document or documents as used herein mean without limitation business records, invoices, checks, security agreements, financing statements, copies of proof of claims filed, names of witnesses, back up to amount of indebtedness, writings and printed matter of every kind and description, photographs and drawings, notes and records (taped, disc, or any other) of any oral communications, agreements, communications, hearings and reports of state and federal governments and governmental agencies, correspondence, e-mails, telegrams, memoranda, summaries or records of telephone conversations, summaries of records of personal interviews, diaries, reports, notebooks, note charts, plans, sketches, maps, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations, opinions or reports of consultants, motion picture film, brochures, pamphlets, advertisements, circulars, press releases, letters, any marginal comments appearing on any document, all other writings, microfilm, microfiche, computer printouts, any other computer information and computer information contained in computer banks, and drafts and non-identical copies of any one or more of the above.
2. The term "Communication" shall mean any written or oral transmission of fact, information or opinion, including any conversation, statement, conference, meeting, correspondence, memorandum, report, utterance or notation.
3. To "Identify" or to "State the Identity of" a Person means to state his, her, or its name and last known business address, and if a natural person, his or her last known residence, the name of his or her employer, the employment position then held by said employee and the date when such employment ceased.
4. To "Identify" or to "State the Identity of" a Document means to state with respect thereto:
 - a. The name of the person who prepared it;
 - b. The name of the person who signed it or over whose name it was issued;
 - c. The name of each person to whom it was addressed or distributed;

- d. The nature and substance of the document with sufficient particularity to enable it to be identified;
- e. The date of the document, and if it bears no date, the date when it was prepared;
- f. The physical location of it and the name and address of its custodian or custodians; and,
- g. Whether it will be made available voluntarily to counsel for plaintiff for inspection and copying.

5. To "Identify" or to "State Identity of" an oral communication means to state with respect thereto:

- a. The name of each person who participated in the communication;
- b. By whom each such person was employed and whom such person represented or purported to represent in making such oral communication;
- c. What each person said;
- d. The date and the place where such oral communication was made; and
- e. Identify each document, which reflects such communication, refers to such communication, or otherwise sets forth part or all of the substance of such communication.

6. To "Identify" a file or business records mean to state with respect thereto:

- a. The name, number or other means by which it is known and can be located;
- b. The physical location of it and the name of its custodians; and whether it will be made available voluntarily to counsel for Plaintiff for inspection and copying.

REQUEST FOR ADMISSIONS

REQUEST FOR ADMISSION NO. 1: Admit that your residential builders license is suspended.

ANSWER:

REQUEST FOR ADMISSION NO. 2: Admit that Madison Braunz used to work for Exigent Landscaping, LLC as an employee or a contractor.

ANSWER:

REQUEST FOR ADMISSION NO. 3: Admit that Madison Braunz worked for Exigent Landscaping, LLC as an employee or a contractor on October 24, 2022.

ANSWER:

REQUEST FOR ADMISSION NO. 4: Admit that you signed the document attached hereto as **Exhibit A** on June 27, 2022 in your capacity as Exigent Landscaping, LLC's manager.

ANSWER:

REQUEST FOR ADMISSION NO. 5: Admit that a residential builders license was required to do the work contemplated in the scope of work contained in the document attached hereto as **Exhibit A** which is dated June 27, 2022.

ANSWER:

REQUEST FOR ADMISSION NO. 6: Admit that the estimated start date for the scope of work contained in the document attached hereto as **Exhibit A** was contingent on "Weather, Certain Material Availability, and Building Permit Issuance".

ANSWER:

REQUEST FOR ADMISSION NO. 7: Admit that a residential builder's license is required for a contractor to obtain a building permit in its name.

ANSWER:

REQUEST FOR ADMISSION NO. 8: Admit that you signed the document attached hereto as **Exhibit B** on August 5, 2022, in your capacity as Exigent Landscaping, LLC's manager.

ANSWER:

REQUEST FOR ADMISSION NO. 9: Admit that on August 5, 2022, you did not have a residential builder's license.

ANSWER:

REQUEST FOR ADMISSION NO. 10: Admit that on August 31, 2022, you did not have a residential builder's license.

ANSWER:

REQUEST FOR ADMISSION NO. 11: Admit that the license number listed on every page of **Exhibit A** and **Exhibit B**, #802082183, is not a license number.

ANSWER:

INTERROGATORIES

INTERROGATORY NO. 1: If any of the previous Requests for Admissions were not unequivocally admitted:

- a. Describe in detail the basis for your non-admission, including all facts and/or law which support such non-admission;
- b. Identify all documents that support or upon which you base your failure to admit; and
- c. Identify all persons having knowledge of all facts upon which you base your failure to admit.

ANSWER:

INTERROGATORY NO. 2: State the date that your residential builders license was suspended.

ANSWER:

Page 5 of 8

INTERROGATORY NO. 3: State the reasons why your residential builders license was suspended.

ANSWER:

INTERROGATORY NO. 4: Identify all projects since January 1, 2021, where you have used a residential builders license to obtain a permit that was not your own.

ANSWER:

REQUEST FOR PRODUCTION OF DOCUMENTS

1. Produce each and every document that Defendant identified or referred to in answering Plaintiff's Second Requests for Admissions and Third Set of Interrogatories.
2. Produce all complaints against your builder's license, all responses that you filed, and the outcome of all complaints.
3. Produce all documentation evidencing why your residential builders license was suspended.
4. Produce all state court civil complaints where you have been accused of using another party's residential builders license.

Respectfully Submitted,
OSIPOV BIGELMAN P.C.

DATED: May 8, 2025

/s/ Jeffrey H. Bigelman
Jeffrey H. Bigelman (P61755)
Attorney for Plaintiff
20700 Civic Center Drive, Suite 420
Southfield, MI 48076
(248) 663-1804 Office / (248) 663-1801 Fax
jhb_ecf@osbig.com

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN THE MATTER OF:

BRANDON HEITMANN

Chapter 7
Case No. 24-41956-mar
Hon. Mark Randon

Debtor(s)

/

MOHAMED SAAD,

Plaintiff,

v

BRANDON HEITMANN

Adv. Pro. No. 24-04375-mar

Defendant.

/

CERTIFICATE OF SERVICE

On May 8, 2025, I hereby certify that I served the following: (1) **Plaintiff's Second Request for Admissions, Third Set of Interrogatories and Third Request for Production of Documents to Defendant, Brandon Heitmann**, and (2) **Certificate of Service** in this action by filing the same with the Clerk of the Court using the ECF system which will send notification of such filing to all parties registered on the ECF System for this case, including:

- **Robert N. Bassel** bbassel@gmail.com, robertbassel@hotmail.com;ecfbassel@gmail.com
- **Jeffrey H. Bigelman** jhb_ecf@osbig.com, tc@osbig.com;mk@osbig.com
- **Anthony James Miller** am@osbig.com
- **Yuliy Osipov** yotc_ecf@yahoo.com, yo_ecf@osbig.com;tc_ecf@osbig.com
- **Tyler Phillips** tphillips@kotzsangster.com, lpfund@kotzsangster.com;mdelorme@kotzsangster.com;aclark@kotzsangster.com

Respectfully Submitted,
OSIPOV BIGELMAN, P.C.

DATED: May 8, 2025

/s/ Monique Kallabat

MONIQUE KALLABAT
Legal Assistant
20700 Civic Center Drive, Suite 420
Southfield, MI 48076
Tel: (248) 663-1800
mk@osbig.com

EXHIBIT A

000020

**Exigent Design & Build**

51517 Van Dyke Ave

Shelby Twp MI, 48038

Estimate

Date: 6-27-2022

Dear OJ & Mohammed
 921 Crescent Drive
 Dearborn MI, 48126
 Mohammed - (313) 402-4417
 Osama Abdullah 'OJ' - (313) 231-4056

Thank you for the opportunity to submit the following quotation. We would love to get this project on our schedule.
 Listed below is a complete breakdown of the scope of work.

Scope of Work

Shotcrete Swimming Pool & Spa (LAZY RIVER) - \$309,445

- Shotcrete Swimming Pool rebar Approx. 1,100 Sq. foot shell, 3'-7" deep - \$121,000
 - Island Sun Shelf 110 Sq. Ft. - \$11,000
 - (2) Bubblers with lights - \$4,000
 - (3) Laminars - \$9,000
 - Tile on waterline (\$10 Allowance)
 - Smooth Plaster Finish
 - **Pebble Tech**
 - Rebar
 - Installation, dig hole, remove all dirt
 - Pool Plumbing: \$27,000
 - Pool plumbing
 - Pressure test all plumbing before gunite
- Brussels Fullnose Coping - 220 Linear ft x \$75 (Includes Tile) = \$16,500
- Permits and engineering/plans for city for pool
- Deliver water to fill pool - \$4,000

Electrical - \$9,500

- Run electrical and wire in all pool equipment, pass all inspections, pull permits
- Trench conduit for electrician 18 " deep trenched
- Trench as line 18"for boiler
- Licensed plumber come in run gas line pass depth test/air test

Pool Equipment/Accessories - \$63,050

May need additional electrical this will be formed as a change order

- Clean and clear cartridge filter= \$2,000
- (7) 7 HP Superflo VS pump= \$32,500
- (6) LED ColorBright lights = \$19,000
- Heater 400k BTU - \$4,200
- Salt Chlorine system - \$2,500
- Intellibrite controller for lights= \$850
- Robot Vacuum - \$2,000

License #: 802082183

Phone: (586) 383-8308

A handwritten signature in blue ink. It includes the initials "DS" at the top left, followed by a stylized signature of the letters "MS" in a cursive, flowing script.

000021

Page 2

Spa + Equipment/ Accessories - \$38,395

- Raised 8' x 8' Spa (Built under grotto)
- 2.7 HP Pump
- 150k BTU Heater
- Spa Air Blower
- (3) LED Lights
- 2.25 HP Pump for jets
- (10) Jets

Grotto & Slide - \$149,500

- 3,600 Cubic Ft of grotto poured out of shotcrete - \$110,000
 - Includes landing at top
 - Includes building wall out of Natural Limestone
- 40 Linear Feet of Railing - \$4,200
- Custom Built 90 degree arching slide - \$20,000
 - Approx 10 Ft tall (starts at landing)
 - Plumbing for slide
- 48" Spillway - \$750
- 36" Spillway - \$550
- Plumbing for spillways - \$3,000
- Electrical for lights and spillways - \$8,000

Bridge - \$28,500

- Approx. 4 Ft Wide x 7 Ft Long x 3 Ft High - \$13,600
 - Pavers included to match pool decking
 - Formed from shotcrete with proper engineering
 - Includes Rebar and Forms
 - Plumbing for spillways
 - Electrical for lights (LED) - \$2,500
- (2) 3 Ft tall shotcrete railings for walls for each side of bridge - \$7,700
 - Includes Stack stone on both railings (Inside and Outside)
- Steps on each side of bridge
 - Formed from pavers
 - 55 Phase Ft / 35 Linear ft
- (2) 36" spillways on each side of bridge - \$3,100
 - Includes Plumbing

000022

Page 3

FRAMELESS Glass Fence - \$65,100

- Approx. 155 linear ft of fence
- Includes 42" footings and fence anchored to Coping
- Includes (2) Gates



Finishing Touches - \$2,000

- Disposal Fee
- NO SOD / NO SPRINKLERS INCLUDED
 - *HOMEOWNER WILL CONTRACT OUT HIMSELF*

→ Total Investment - \$554,545

→ Design Refunded - \$551,545

Client will be refunded down payment if pool is not approved by city

Homeowner's Initials Acknowledging Total Investment+Progress Payment Schedule

PROGRESS PAYMENTS -

- Down Payment to book spot in line- \$50,000
- Progress payment: 2-4 weeks before work is started on site - \$150,000
- Progress payment: ShotCrete Shell is Formed - \$70,000
- Progress payment: Grotto wall is semi / Completed - \$70,000
- Progress payment: Island and Firepit is Semi / Completed - \$50,000
- Progress payment: Bridge and Paver work is completed - \$50,000
- Progress payment: Plants and finishing touches completed - \$50,000
- Progress payment: Frameless fence is completed - \$35,000
- Final payment upon approval of final building inspection - \$6,545 + *any additional add-ons added on after initial contract*

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000023

Page 4

*Note that if for any progress payment the homeowner chooses to pay with a credit card, there will be an additional 3% convenience fee added to the amount.**

**The 3% fee is an additional fee and does not count towards the rest of the progress payments.

***Estimates are only good for 7 days.

Estimated Start Date: ~ **August/September 2022**

- *Contingent on: Weather, Certain Material Availability, and Building Permit Issuance*

Terms & Conditions of this quote, as well as any change order thereafter-

These terms & conditions protect Exigent Landscaping, LLC as well as the homeowner if any issues should arise.

Please review carefully.

General Contract Terms:

1. Exigent's employees stand behind all their work, if any problems with install come up, contact us.
2. Add-ons/extras must be paid upon completion or immediately.
3. Both parties are entitled to a filled out copy of the agreement, signed by the homeowner and contractor.
4. By signing, the homeowner agrees to everything stated in the contract.
5. If there is a change order, a revision will be sent through email.
6. Before work is started on property, Exigent will call Miss Dig to mark utilities. Please do not disturb these markings as they are important to us to know where these utilities are at time of project. If any sprinkler lines are damaged by Exigent we will fix it and the homeowner will not incur cost. We are not liable for any other damaged utility lines, including but not limited, to cable, gas, water, etc.
7. If an item is not stated in this contract, it is NOT included. Nothing in designs are included if they are not listed on here, ex. Outdoor furniture, coping on steps, etc. Designs only provide homeowners with a vision, they are never 100% exact.
8. All prices in any contract provided by Exigent are only good for 7 days from the date listed in the top right corner of the front page of quotes. After 7 days, prices may rise due to changes in gas prices, material prices rising, etc.
9. Return check fee= \$40
10. Progress payments are non negotiable. If a progress payment is delayed it may incur a delay on the project.
11. For any interior work, Exigent asks the homeowner to please remove all valuables from the room and cover any furniture with plastic/tarps as dust/debris may collect during work.
12. If an item/service listed in this contract can no longer be performed/purchased by Exigent once job is started for whatever reason, Exigent is no longer liable to perform/purchase item/service and the homeowner will be notified and fully refunded for that item/service. Ex. if the type of paver(s) gets discontinued, etc.
13. Exigent is not responsible for pets that get loose. Exigent is also not responsible if they hit an invisible fence line. This must be marked out by the homeowner before Exigent initiates work.
14. Exigent will clean up job sites at the end of day as best as possible, however, homeowner's property/surrounding area(s) will not be cleaned up 100% until Exigent is completely finished with the job.
15. If another contractor/company is ever present during the course of Exigent's working period, Exigent can not be held liable for any damage that occurs to the homeowner's property.
16. If a permit/architect plan payment is not listed above, but becomes needed at any point during the project, a charge will incur a minimum of \$150 to a maximum of \$3,000 depending on size of project.
17. In pool quotes, water is not included in the quote unless otherwise stated. We will fill the pool with the homeowner's hose if water delivery is not stated. Covers are also not included unless stated otherwise in the pool section of the quote.
18. Any progress payment/final payment is non-negotiable.
19. Exigent is not responsible for soil bearing capacity. We strongly encourage homeowners to hire a geo technical engineer before Exigent starts work.
20. If city/HOA/engineer/etc. ever requires extra work/material needed to be done to scope of work that is not listed in the contract above, Exigent is not responsible for the extra fees.

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21. We are not responsible for existing patio or cement drainage not installed by Exigent.
22. Exigent is not responsible for the homeowner's water bills.
23. If there is a high water table on a homeowner's property, Exigent is not responsible for pumping fees.
24. If final payment, including payment of all change orders, is not received on the day of completion, payment is subject to late fees. If payment is not received after 30 days, Exigent is subject to place a lien on the homeowner's property. If at any point during the project a progress payment is not paid, Exigent reserves the right to commence work until payment is received.
25. We are not responsible for HOA approval. We are not responsible for any HOA fees or deposits.
26. Up to 40% of the down payment may not be refundable due to costs already incurred on Exigent's part depending when contact/project is terminated by the homeowner.
27. Agreeing to a price or add-on via text message or email omits the need for a signature for that particular item/change order.
28. I will allow Exigent Landscaping to use pictures of my property for marketing purposes indefinitely. The pictures will only be taken on the property while work is being done to show the progress of the job and the only pictures taken after work is completed will be taken when Exigent/Brandon has permission to enter the property.
29. For any electrical work: Exigent assumes there is easy access to the panel in the home. If interior work must be done in order to access the panel, additional costs may occur.
30. We do not remove large trees. Please ensure if we will be installing a patio/pool/etc. where a tree is currently present, it is removed (roots and all) before our arrival. If roots remain we may charge a fee to remove/haul away.
31. For landscape beds, edging is not included unless specifically stated in the proposal. In lieu of edging, Exigent will provide machined, "natural" deep divot edge bed perimeter.
32. Homeowners may not interfere with laborers/foremen while working on your project. Our employees are trained professionals who execute landscape construction projects regularly and they have set targets they are trying to reach, any interference can cause them to not hit deadlines and they may not hit their targets/earn their incentive. If any problems arise please call the project manager. If laborers/foremen are interfered with, costs may incur for delays.
33. Once a contract is signed, the homeowner agrees to make no changes to the contract that will lower the contract signing price by 20% or more. We reserve spots on our schedule according to size of job at signing, when lowered, this allows for extra spaces in our schedule we did not account for.
34. Signing the contract allows for Exigent to reserve space for your project on our schedule. Down payment allows us to order materials and to start the permitting/engineering process.
35. If a homeowner changes design after engineering plans are complete and/or after the permit process is started/finished, a change order may ensue for the cost of changing the plans and/or permits.
36. Homeowner agrees to pay for supply chain product price increases (that exceed 15% from time of bidding) which occur between contract signature and completion of project.
37. Unknown conditions are not Exigent's responsibility.
38. All claims and disputes arising under or relating to this Contract are to be settled by binding arbitration in the state of Michigan or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.
39. Once plans are submitted to the township, the client has the right to make changes to the original plan. If the changes require township/city approval as well, clients will be charged \$750 per change.
40. Design changes after a contract is signed may result in charges to the client of \$500 per design change.

Materials:

1. Materials cannot be changed once purchased by Exigent. Location of patio, ledgerock, limestone, etc. cannot be changed once base has begun to be dug by Exigent. If the homeowner no longer wants material that was already purchased, the homeowner is responsible for the return fee or must pay the full amount if the return is not allowed by the supplier.

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2. If more material is needed for any scope of work, sqft or cost per item will be re-measured and multiplied by amount charged.
3. Any leftover materials/tools are property of Exigent. In many cases we have to purchase full pallets of brick, or an even tonnage of limestone from our supplier, but the homeowner is only paying for what is listed on quote/invoice.
4. All concrete types (white, stamped, and aggregate) are mixed on site before being poured by our concrete company. Color will almost never be exact as color promised, however 90% of time concrete will be very similar. Exigent is not responsible if color is not exact. Patio/walkway/etc. will be installed as is. If color is not to homeowner's standards, Exigent is not responsible to rip out the patio/walkway/etc. or pay for new concrete load.
5. Plant sizes and/or species may have to be substituted upon availability.
6. If a homeowner purchases any material, we are not responsible for the trash/debris associated with that material. As well as if the homeowner has other contractor(s) on site, we are not responsible for their trash/debris.

Warranties:

1. Exigent is not responsible for any weeds after install. Weedblock/landscape fabric is not a guarantee.
2. It is the homeowner's responsibility to maintain all aspects of landscaping after install. A professional company should be hired afterwards to maintain all living items such as trees, shrubs, etc. as well as any maintenance needed/desired for hardscape.
3. Exigent is not responsible for damage to existing concrete driveways/sidewalks/walkways on homeowner's property. Exigent's machines are made to not crack cement, however, if the cement does crack that means the base was never installed properly and Exigent cannot be held responsible.
4. After installation of landscaping/hardscaping/etc. some settling may be experienced - which may or may not be the result of services Exigent provided. Exigent will make every effort to minimize the chance of settling, but Exigent is not responsible should settling occur.
5. Exigent warranties white concrete/exposed aggregate/stamped concrete for 1 month after install.
6. Exigent provides a 3-year limited warranty on brick paver labor. If a brick paver itself cracks or is damaged, all manufacturers have a lifetime warranty and Exigent will just charge a \$95 service fee for labor to come out to replace it. The warranty covers settling and paver shifting. Warranty does not cover self-inflicted damage, salt damage, or caused by natural disaster(s). Warranty does not include polymeric sand between pavers, this is a product that requires maintenance and cannot fall under our warranty.
7. Some paver blocks may tend to chip. Exigent is not responsible for any chips in the block. Unfortunately, we have no control over the pallet choice at our supplier. However, we will do our best to hide chips in blocks.
8. Exigent does not manufacture its brick pavers, therefore, if paver(s) produce efflorescence Exigent will not be held liable and they will not compensate homeowners for new pavers nor will they re-install new ones without charging for additional labor and materials. However, Exigent will help homeowners coordinate with Pavers' Manufacturer to see what the Manufacturer can do for the homeowner.
9. Exigent provides a 1 year warranty on all composite decks. The warranty covers only issues with labor that arise, this warranty does not cover physical damage to deck, damage to wood, or damage caused by natural disasters or self-inflicted damage.
10. In-lite lights come with a 3-year limited warranty. Exigent warranties their labor in installing them for 1 year. Warranty doesn't cover physical damage, self-inflicted damage, damage caused by natural disasters, or water damage.
11. Exigent provides a 1 year limited warranty on auto covers. Warranty does not cover physical or self inflicted damage. Auto covers are not considered a winter cover.
12. Exigent offers a 3 year warranty on pool plumbing. Winterization will be required every year in order to uphold warranty and it is extra and not included in the proposal.
13. There are no warranties on plants/shrubs/trees/flowers.
14. There is no warranty on re-planted/transplanted plants/shrubs/trees/flowers.
15. There are no warranties on sod/seed and straw.
16. Exigent is not responsible for any rotting wood after install.

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000026

Page 7

17. 4 year warranty (ALL pool equipment)
18. 5 year plumbing warranty
19. 10-15 year warranty on plaster (depending on plaster chosen)
20. Lifetime warranty on pool shell
21. 5 year warranty on paver LABOR
22. Lifetime warranty on pavers itself
23. 1 year warranty on autocover
24. 5 year warranty on autocover MOTOR
25. Exigent is not liable for any damage caused to any scope of work due to natural disasters.
26. Warranties on all products bought from suppliers, other than pavers and paver block, such as outdoor fridges, outdoor/indoor fireplaces, outdoor sinks, etc. all follow original manufacturers' warranties. Exigent does not provide any extra warranty on these products. We cannot warranty products only labor.
27. Any and all invoices not paid in full will result in no warranty on work completed by Exigent.

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Phone: (586) 383-8308

24-04375-mar Doc 76 Filed 05/08/25 Entered 05/08/25 13:25:31 Page 16 of 23

000027

Page 8

Homeowner's Signature (as well as initial on investment amount):

Name Mohamed Saad Date: 6/27/2022

Signature Mohamed Saad
689614B25617462...

DocuSigned by:


689614B25617462...

Exigent's Salesman's Signature:

Name Avery Petri Date: 6/27/2022

Signature Avery Petri
6C2282082DAC4CC...

DocuSigned by:


6C2282082DAC4CC...

(586) 785 - 8555
Avery@exigentdesignbuild.com

Exigent's Manager Signature:

Name Brandon Heitmann Date: 6/27/2022

Signature 
EA032F4BB5F343B...

DocuSigned by:


EA032F4BB5F343B...

License #: 802082183

Phone: (586) 383-8308

24-04375-mar Doc 76 Filed 05/08/25 Entered 05/08/25 13:25:31 Page 17 of 23

EXHIBIT B

000028



Exigent Design & Build

51517 Van Dyke Ave

Shelby Twp MI, 48038

CO1

Date: 8-05-2022

Dear OJ & Mohammed
921 Crescent Drive
Dearborn MI, 48126
Mohammed - (313) 402-4417
Osama Abdullah 'OJ' - (313) 231-4056

Thank you for the opportunity to submit the following quotation. We would love to get this project on our schedule. Listed below is a complete breakdown of the scope of work.

Scope of Work

Larger, Quicker Progress Payments for Free Jumping Jets- \$0

- Restructuring progress payments so jumping jets can be added into project at no cost
- *Normally a \$6,000 add on*
- New progress payment schedule:

A handwritten signature consisting of the letters "M" and "S" in black ink. Above the "S", there is a small, separate handwritten "DS". The signature is enclosed in a blue rectangular box.

Homeowner's Initials Acknowledging New Progress Payment Schedule

NEW PROGRESS PAYMENTS SCHEDULE -

- **Down Payment to book spot in line- \$50,000 ALREADY PAID**
- Progress payment: In 2 weeks (week of 8/22) - \$100,000
- Progress payment: Early to mid October - \$150,000
- Progress payment: Shotcrete Shell is formed - \$70,000
- Progress payment: Island and Firepit is Semi / Completed - \$50,000
- Progress payment: Bridge and Paver work is completed - \$50,000
- Progress payment: Plants and finishing touches completed - \$50,000
- Progress payment: Frameless fence is completed - \$25,000
- Final payment upon approval of final building inspection - \$6,545 + *any additional add-ons added on after initial contract*

*Note that if for any progress payment the homeowner chooses to pay with a credit card, there will be an additional 3% convenience fee added to the amount.**

**The 3% fee is an additional fee and does not count towards the rest of the progress payments.

Terms & Conditions of this quote, as well as any change order thereafter-

These terms & conditions protect Exigent Landscaping, LLC as well as the homeowner if any issues should arise.

Please review carefully.

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Phone: (586) 383-8308

General Contract Terms:

1. Exigent's employees stand behind all their work, if any problems with install come up, contact us.
2. Add-ons/extras must be paid upon completion or immediately.
3. Both parties are entitled to a filled out copy of the agreement, signed by the homeowner and contractor.
4. By signing, the homeowner agrees to everything stated in the contract.
5. If there is a change order, a revision will be sent through email.
6. Before work is started on property, Exigent will call Miss Dig to mark utilities. Please do not disturb these markings as they are important to us to know where these utilities are at time of project. If any sprinkler lines are damaged by Exigent we will fix it and the homeowner will not incur cost. We are not liable for any other damaged utility lines, including but not limited, to cable, gas, water, etc.
7. If an item is not stated in this contract, it is NOT included. Nothing in designs are included if they are not listed on here, ex. Outdoor furniture, coping on steps, etc. Designs only provide homeowners with a vision, they are never 100% exact.
8. All prices in any contract provided by Exigent are only good for 7 days from the date listed in the top right corner of the front page of quotes. After 7 days, prices may rise due to changes in gas prices, material prices rising, etc.
9. Return check fee= \$40
10. Progress payments are non negotiable. If a progress payment is delayed it may incur a delay on the project.
11. For any interior work, Exigent asks the homeowner to please remove all valuables from the room and cover any furniture with plastic/tarps as dust/debris may collect during work.
12. If an item/service listed in this contract can no longer be performed/purchased by Exigent once job is started for whatever reason, Exigent is no longer liable to perform/purchase item/service and the homeowner will be notified and fully refunded for that item/service. Ex. if the type of paver(s) gets discontinued, etc.
13. Exigent is not responsible for pets that get loose. Exigent is also not responsible if they hit an invisible fence line. This must be marked out by the homeowner before Exigent initiates work.
14. Exigent will clean up job sites at the end of day as best as possible, however, homeowner's property/surrounding area(s) will not be cleaned up 100% until Exigent is completely finished with the job.
15. If another contractor/company is ever present during the course of Exigent's working period, Exigent can not be held liable for any damage that occurs to the homeowner's property.
16. If a permit/architect plan payment is not listed above, but becomes needed at any point during the project, a charge will incur a minimum of \$150 to a maximum of \$3,000 depending on size of project.
17. In pool quotes, water is not included in the quote unless otherwise stated. We will fill the pool with the homeowner's hose if water delivery is not stated. Covers are also not included unless stated otherwise in the pool section of the quote.
18. Any progress payment/final payment is non-negotiable.
19. Exigent is not responsible for soil bearing capacity. We strongly encourage homeowners to hire a geo technical engineer before Exigent starts work.
20. If city/HOA/engineer/etc. ever requires extra work/material needed to be done to scope of work that is not listed in the contract above, Exigent is not responsible for the extra fees.
21. We are not responsible for existing patio or cement drainage not installed by Exigent.
22. Exigent is not responsible for the homeowner's water bills.
23. If there is a high water table on a homeowner's property, Exigent is not responsible for pumping fees.
24. If final payment, including payment of all change orders, is not received on the day of completion, payment is subject to late fees. If payment is not received after 30 days, Exigent is subject to place a lien on the homeowner's property. If at any point during the project a progress payment is not paid, Exigent reserves the right to commence work until payment is received.
25. We are not responsible for HOA approval. We are not responsible for any HOA fees or deposits.
26. Up to 40% of the down payment may not be refundable due to costs already incurred on Exigent's part depending when contact/project is terminated by the homeowner.
27. Agreeing to a price or add-on via text message or email omits the need for a signature for that particular item/change order.

000030

Page 3

28. I will allow Exigent Landscaping to use pictures of my property for marketing purposes indefinitely. The pictures will only be taken on the property while work is being done to show the progress of the job and the only pictures taken after work is completed will be taken when Exigent/Brandon has permission to enter the property.
29. For any electrical work: Exigent assumes there is easy access to the panel in the home. If interior work must be done in order to access the panel, additional costs may occur.
30. We do not remove large trees. Please ensure if we will be installing a patio/pool/etc. where a tree is currently present, it is removed (roots and all) before our arrival. If roots remain we may charge a fee to remove/haul away.
31. For landscape beds, edging is not included unless specifically stated in the proposal. In lieu of edging, Exigent will provide machined, "natural" deep divot edge bed perimeter.
32. Homeowners may not interfere with laborers/foremen while working on your project. Our employees are trained professionals who execute landscape construction projects regularly and they have set targets they are trying to reach, any interference can cause them to not hit deadlines and they may not hit their targets/earn their incentive. If any problems arise please call the project manager. If laborers/foremen are interfered with, costs may incur for delays.
33. Once a contract is signed, the homeowner agrees to make no changes to the contract that will lower the contract signing price by 20% or more. We reserve spots on our schedule according to size of job at signing, when lowered, this allows for extra spaces in our schedule we did not account for.
34. Signing the contract allows for Exigent to reserve space for your project on our schedule. Down payment allows us to order materials and to start the permitting/engineering process.
35. If a homeowner changes design after engineering plans are complete and/or after the permit process is started/finished, a change order may ensue for the cost of changing the plans and/or permits.
36. Homeowner agrees to pay for supply chain product price increases (that exceed 15% from time of bidding) which occur between contract signature and completion of project.
37. Unknown conditions are not Exigent's responsibility.
38. All claims and disputes arising under or relating to this Contract are to be settled by binding arbitration in the state of Michigan or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.
39. Once plans are submitted to the township, the client has the right to make changes to the original plan. If the changes require township/city approval as well, clients will be charged \$750 per change.
40. Design changes after a contract is signed may result in charges to the client of \$500 per design change.

Materials:

1. Materials cannot be changed once purchased by Exigent. Location of patio, ledgerock, limestone, etc. cannot be changed once base has begun to be dug by Exigent. If the homeowner no longer wants material that was already purchased, the homeowner is responsible for the return fee or must pay the full amount if the return is not allowed by the supplier.
2. If more material is needed for any scope of work, sqft or cost per item will be re-measured and multiplied by amount charged.
3. Any leftover materials/tools are property of Exigent. In many cases we have to purchase full pallets of brick, or an even tonnage of limestone from our supplier, but the homeowner is only paying for what is listed on quote/invoice.
4. All concrete types (white, stamped, and aggregate) are mixed on site before being poured by our concrete company. Color will almost never be exact as color promised, however 90% of time concrete will be very similar. Exigent is not responsible if color is not exact. Patio/walkway/etc. will be installed as is. If color is not to homeowner's standards, Exigent is not responsible to rip out the patio/walkway/etc. or pay for new concrete load.
5. Plant sizes and/or species may have to be substituted upon availability.

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000031

Page 4

6. If a homeowner purchases any material, we are not responsible for the trash/debris associated with that material. As well as if the homeowner has other contractor(s) on site, we are not responsible for their trash/debris.

Warranties:

1. Exigent is not responsible for any weeds after install. Weedblock/landscape fabric is not a guarantee.
2. It is the homeowner's responsibility to maintain all aspects of landscaping after install. A professional company should be hired afterwards to maintain all living items such as trees, shrubs, etc. as well as any maintenance needed/desired for hardscape.
3. Exigent is not responsible for damage to existing concrete driveways/sidewalks/walkways on homeowner's property. Exigent's machines are made to not crack cement, however, if the cement does crack that means the base was never installed properly and Exigent cannot be held responsible.
4. After installation of landscaping/hardscaping/etc. some settling may be experienced - which may or may not be the result of services Exigent provided. Exigent will make every effort to minimize the chance of settling, but Exigent is not responsible should settling occur.
5. Exigent warranties white concrete/exposed aggregate/stamped concrete for 1 month after install.
6. Exigent provides a 3-year limited warranty on brick paver labor. If a brick paver itself cracks or is damaged, all manufacturers have a lifetime warranty and Exigent will just charge a \$95 service fee for labor to come out to replace it. The warranty covers settling and paver shifting. Warranty does not cover self-inflicted damage, salt damage, or caused by natural disaster(s). Warranty does not include polymeric sand between pavers, this is a product that requires maintenance and cannot fall under our warranty.
7. Some paver blocks may tend to chip. Exigent is not responsible for any chips in the block. Unfortunately, we have no control over the pallet choice at our supplier. However, we will do our best to hide chips in blocks.
8. Exigent does not manufacture its brick pavers, therefore, if paver(s) produce efflorescence Exigent will not be held liable and they will not compensate homeowners for new pavers nor will they re-install new ones without charging for additional labor and materials. However, Exigent will help homeowners coordinate with Pavers' Manufacturer to see what the Manufacturer can do for the homeowner.
9. Exigent provides a 1 year warranty on all composite decks. The warranty covers only issues with labor that arise, this warranty does not cover physical damage to deck, damage to wood, or damage caused by natural disasters or self-inflicted damage.
10. In-lite lights come with a 3-year limited warranty. Exigent warranties their labor in installing them for 1 year. Warranty doesn't cover physical damage, self-inflicted damage, damage caused by natural disasters, or water damage.
11. Exigent provides a 1 year limited warranty on auto covers. Warranty does not cover physical or self inflicted damage. Auto covers are not considered a winter cover.
12. Exigent offers a 3 year warranty on pool plumbing. Winterization will be required every year in order to uphold warranty and it is extra and not included in the proposal.
13. There are no warranties on plants/shrubs/trees/flowers.
14. There is no warranty on re-planted/transplanted plants/shrubs/trees/flowers.
15. There are no warranties on sod/seed and straw.
16. Exigent is not responsible for any rotting wood after install.
17. 4 year warranty (ALL pool equipment)
18. 5 year plumbing warranty
19. 10-15 year warranty on plaster (depending on plaster chosen)
20. Lifetime warranty on pool shell
21. 5 year warranty on paver LABOR
22. Lifetime warranty on pavers itself
23. 1 year warranty on autocover
24. 5 year warranty on autocover MOTOR
25. Exigent is not liable for any damage caused to any scope of work due to natural disasters.

000032

Page 5

26. Warranties on all products bought from suppliers, other than pavers and paver block, such as outdoor fridges, outdoor/indoor fireplaces, outdoor sinks, etc. all follow original manufacturers' warranties. Exigent does not provide any extra warranty on these products. We cannot warranty products only labor.
27. Any and all invoices not paid in full will result in no warranty on work completed by Exigent.

Homeowner's Signature (as well as initial on investment amount):

Name MOHAMED SAAD Date: 8/5/2022

Signature  DocuSigned by:
C54A6F7EC64E467...

Exigent's Salesman's Signature:

Name Brandon Heitmann Date: 8/5/2022

Signature  DocuSigned by:
EA032F4BB5F343B...

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24-04375-mar Doc 76 Filed 05/08/25 Entered 05/08/25 13:25:31 Page 23 of 23